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OFFICIAL PROCEEDINGS	OFFICIAL PROCEEDINGS	OFFICIAL PROCEEDINGS	OFFICIAL PROCEEDINGS	OFFICIAL PROCEEDINGS	OFFICIAL PROCEEDINGS	OFFICIAL PROCEEDINGS	OFFICIAL PROCEEDINGS	OFFICIAL PROCEEDINGS
(Cont'd from Prec. Pg.)	fied and the petition granted subject to three (3) waivers and the first three provisos contained in the report of the City Planning Commission.	viding electric service in the City of New Orleans, now being served in part by New Orleans Public Service, Inc. (NOPSI) and in part by Louisiana Power and Light Company, Inc. (LP&L) which investigation is being conducted by a special committee appointed by the City (Task Force); and,	relative to electric facilities and related general plant items of NOPSI and LP&L, the Consulting Engineer will prepare a description of the facilities presently utilized in providing electric service in the City, and of other elements relative to a proposed acquisition, including:	to provide space to administer, operate, maintain and control the electric distribution system inside the City's Electric Service Area.	7. Interest on estimated long-term debt.	graphs I.A. through I.I. and present same to the Task Force for review. The Consulting Engineer will meet with the Task Force to discuss the results of the base case studies and refine the assumptions to be used in the sensitivity studies identified in Paragraphs I.J. to be run for incorporation into the final draft report. Upon completion of the additional analyses, the Consulting Engineer will prepare a final draft report for review by the Task Force. After such review, the Consulting Engineer will prepare 25 copies of a final report for presentation to and review with the City.	of each month on all unpaid amounts due the Consulting Engineer at the interest rate for borrowed funds then currently available to the Consulting Engineer at the Rainier National Bank of Seattle.	negligence of the Consulting Engineer.
of the community, and, WHEREAS, the owner of said building Mrs. Camille Solano, Mr. Pio Santana, Mr. Mike Mikovich has not removed or demolished same and therefore, it is necessary that same be demolished by the City of New Orleans; therefore	BE IT FURTHER MOVED, That a copy of the report of the City Planning Commission be forwarded to the City Attorney for the preparation of an ordinance to effectuate the zoning change.	WHEREAS, the Consulting Engineer has qualified personnel that are experienced in electric utility management, finance, design and operations; and,	1. Electric distribution facilities of NOPSI and LP&L located within the Service Area.	8. Amortization of intangible plant, not otherwise funded from bond proceeds.	8. Amortization of intangible plant, not otherwise funded from bond proceeds.	II. The City Agrees To: A. Provide legal counsel and advice to the Consulting Engineer in study areas where legal interpretations may be necessary.	IV. Equal Employment Opportunity: In all hiring or employment made possible by or resulting from this Agreement, there (1) will not be any discrimination against any employee or applicant for employment because of age, race, color, religion, handicap, sex, or national origin; and (2) where applicable, affirmative action will be taken to insure that the Consulting Engineer's employees are treated during employment without regard to their age, race, color, religion, handicap, sex or national origin. This requirement shall apply to but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to age, race, color, religion, handicap, sex, or national origin.	D. The City and the Consulting Engineer shall not be liable to each other in any event for consequential damages, including but not limited to: interest (except as provided in paragraph III.F hereof); loss of anticipated revenue, earnings or profits; increased expense of operations; or loss by reason of shutdown or nonoperation due to late completion or otherwise.
BE IT MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, that the Director of the Department of Safety and Permits, or his authorized representative, is authorized to secure the demolition of the one story wood frame single structure owned by Mrs. Camille Solano, Mr. Pio Santana, Mike Mike Mikovich located at 2335 N. Claiborne Ave. and the City Purchasing Agent is authorized to secure bids for the demolition including the removal of the debris and salvageable material by the demolisher, or an informal bid basis. Said property which is the subject of this demolition is more particularly described as follows:	THE FOREGOING MOTION WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF AND RESULTED AS FOLLOWS:	WHEREAS, the City desires to engage the Consulting Engineer is qualified to enter into the Agreement with the City;	2. Physical severance elements, if any, to provide for continued service to residual customers of LP&L situated immediately outside the Service Area.	9. Retirement of debt associated with revenue bonds estimated to be issued by the City to pay the capital cost of acquisition and construction as well as other expenses of establishing a municipality-owned electric utility in the Service Area.	9. Retirement of debt associated with revenue bonds estimated to be issued by the City to pay the capital cost of acquisition and construction as well as other expenses of establishing a municipality-owned electric utility in the Service Area.	B. Designate a Task Force to act as liaison between the Consulting Engineer and obtain all data and information requested by the Consulting Engineer.	V. Assignability: The Consulting Engineer shall not assign any interest in this Agreement, and shall not transfer any interest in the same without prior written consent of the City.	E. In the event of any payment of any kind by or on behalf of either party to this Agreement under the provisions of this Section VII to or on behalf of the other party, the paying party shall be subrogated to the extent of the amount of such payment to all rights and remedies of the other party against any third party regarding any matter to which such payment is pertinent.
A lot of grounds, with building and improvements, 3rd district, square 745, bounded by Spain, Mandeville and N. Derbigny Sts., and N. Claiborne Ave., designated letter X, survey of Adloe Orr, 4-26-48, act A. Lester Sarry, N.P., 4-26-48, lot X composed of portion of lot A-1, which is composed of front and greater portion of original lots A and B, survey 4-1886, act C. G. Andry, 5-29-1886, survey Adloe Orr, act A.L. Sarry, 4-16-48, lot X commences 43'2" from corner of N. Claiborne Ave., and Spain St., measures 17'10" front on N. Claiborne Ave., by depth bel. 64' improvements municipal no. 2335 N. Claiborne Ave., survey E. E. Kelly, 8-4-1964, act W. Simoneaux 8-12-64.	NO. M-83-354 CITY HALL, October 30, 1983 BY: COUNCILMEN BABOVICH, BARTHELEMY, BOISSIERE, EARLY, GIARRUSSO, SINGLETON AND WAGNER	THE CITY OF NEW ORLEANS and R.W. Beck and Associates, for the considerations and under the conditions set forth, do agree as follows:	3. Existing substations providing for delivery of bulk power to the distribution systems to be acquired by the City.	10. Cost of estimated renewals and replacement of utility plant not customarily expensed as maintenance and cost of normal extensions and improvements to the electric distribution system.	10. Cost of estimated renewals and replacement of utility plant not customarily expensed as maintenance and cost of normal extensions and improvements to the electric distribution system.	III. Compensation: A. For professional services furnished, the City shall pay the Consulting Engineer, upon submission of monthly invoices, an amount equal to the actual hours of services furnished multiplied by the product of the Consulting Engineer's established hourly salary costs, which include allowance for personnel benefits, and a factor of 2.30.	VI. Conflict Of Interest: As of the effective date of this Agreement, the Consulting Engineer is of the opinion that it has no assignments with other clients that are in conflict with the interests of the City in matters pertaining to the professional services to be provided by the Consulting Engineer under this Agreement. The Consulting Engineer will notify the City of any new contract with either public or private clients within or without the State of Louisiana which can reasonably be construed to constitute a conflict of interest and could create a conflict of interest.	VIII. Consulting Engineer As Independent Contractor: A. R.W. Beck and Associates is a partnership and R.W. Beck and Associates, Inc. is a corporation owned and controlled by the partnership. Both entities are organized and operating under the laws of the State of Washington. It is expressly agreed that the partnership may be changed by addition or reduction in the number of the partners or redistribution of the partnership interests and this Agreement may be assigned to the partnership or to the corporation. Notwithstanding Section V hereof, the Consulting Engineer may assign the compensation from this Agreement to any other entity.
BE IT MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, that R.W. Beck and Associates is hereby authorized to begin work on a preliminary study of municipal acquisition of energy utilities in New Orleans in accordance with the proposed scope of work incorporated in the attached contract for an amount not to exceed \$86,000 and which is incorporated and hereby made a part of this Motion.	BE IT FURTHER MOVED, That the request of the Task Force that the contract of Mr. J.D. Brown be amended to provide for his continued services is also approved and that an additional \$4,000 is hereby authorized for that purpose.	B. Study Control Memorandum - Within ten working days following authorization by the City to proceed with the studies, the Consulting Engineer will prepare and submit to the Task Force for review, a draft Study Control Memorandum setting forth (i) major considerations and assumptions to be used for the studies; (ii) important policy considerations by the Task Force to be used as a guide in the studies; (iii) list of data, documents and information to be obtained or furnished by the Task Force; (iv) study areas where the Consulting Engineer feels that guidance and opinions or interpretations by legal counsel to the City may be required, and a proposed outline or format for presentation of study results in the final engineering report.	4. Additional delivery points and facilities as may be necessary to provide reliable electric service to the Service Area.	1. The alternative power supply plan would involve an interconnection between the municipally-owned electric utility and LP&L with an assumed "all-requirements" wholesale power purchase agreement obligating LP&L to furnish power and energy for resale at rates and charges reflecting current FERC rate making procedures and regulations, and provide the City payments or capacity credits for the City's acquired gas-fired generating facilities. LP&L's future wholesale power costs would be estimated using data to be obtained and furnished by the Task Force.	1. The alternative power supply plan would involve an interconnection between the municipally-owned electric utility and LP&L with an assumed "all-requirements" wholesale power purchase agreement obligating LP&L to furnish power and energy for resale at rates and charges reflecting current FERC rate making procedures and regulations, and provide the City payments or capacity credits for the City's acquired gas-fired generating facilities. LP&L's future wholesale power costs would be estimated using data to be obtained and furnished by the Task Force.	C. The charges for time and expenses for professional services under this agreement including interest, if any, pursuant to Paragraph F hereof will not exceed a maximum of eighty-six thousand (\$86,000) without prior written approval of the City.	VII. Liability: A. The Consulting Engineer shall defend, indemnify and hold harmless the City and its governing board, officers, agents, employees and servants from all sums for which it is finally determined that the Consulting Engineer has legal liability to other than the City arising out of any acts, errors or omissions of the Consulting Engineer in furnishing services pursuant to this Agreement; provided, however, such defense, indemnification and hold harmless shall not exceed the sum of the amounts paid to or on behalf of the Consulting Engineer as the proceeds of any applicable insurance plus the deductible amount of such insurance.	C. The Consulting Engineer herein expressly declares and acknowledges that it is an independent contractor and as such is being hired by the City under this Agreement which is constructed as a contract of hire, as noted and defined in R.S. 23:1472 (E); and, therefore, it is expressly declared and understood between the parties hereto, in entering into this contract for hire, and in connection with unemployment compensation coverage only, that,
On motion of Councilman Giarrusso, seconded by Councilman Barthelmy, and without objection, the rules of the Council were suspended for the purpose of introducing and considering the following motions received after the Council's deadline.	BE IT MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, That the report and favorable recommendation of the City Planning Commission on Zoning Docket 69/83 - MILLS PARTNERSHIP - Requesting a MAP CHANGE for HI Heavy Industrial District to CBD-8 Central Business District and for a Central Business Planned Community District for Lot A, Square 48 and Lots 1, 2, 3, 2, and portions of Lots 1, 13, 14, 15, and 6, Square 47, First Municipal District, generally bounded by South Peters, Callicope, Tchoupitoulas and Erato Streets, be and the same is hereby upheld as herein modified.	C. Identification of Service Area - From information obtained by the Task Force, including NOPSI and LP&L transmission and distribution system diagrams and maps encompassing the City and environs and from studies undertaken by the Consulting Engineer, the Consulting Engineer will identify an approximate boundary for study purposes inside of which the City would be assumed to be the sole supplier of electricity at retail (the City's proposed Electric Service Area).	5. General plant to be acquired (or to be otherwise provided for) necessary for municipal operations.	2. The alternatives acquisition studies would be compiled using gross book costs for NOPSI and estimated cost of replacement new less depreciation for LP&L.	2. The alternatives acquisition studies would be compiled using gross book costs for NOPSI and estimated cost of replacement new less depreciation for LP&L.	D. The Consulting Engineer's "Out-of-Pocket Expenses" are those expenditures made by the Consulting Engineer, other than Salary Costs, costs of reproduction and computer facilities and costs of Special Consultants and Subcontractors, which are directly chargeable to the Project and which would not otherwise have been incurred. Such expenditures include, but are not limited to, transportation, lodging, subsistence, communications, liability and other insurance premiums when required by the City in addition to the types and amounts currently carried by the Consulting Engineer, taxes other than those levied on the profits or net income of the Consulting Engineer, equipment rentals and repair, and special mailing, forms, materials and supplies required during the progress of the work. Reimbursement for out-of-pocket expenses shall be an amount equal to the cost thereof.	B. The City will limit any and all claims of the City against the Consulting Engineer, its partners, officers, agents, employees or servants, to an amount not to exceed (a) the amounts paid to or on behalf of the Consulting Engineer as the proceeds of any applicable insurance plus the deductible amount of such insurance or (b) \$250,000, whichever is greater.	D. Acknowledgement of Exclusion of Workmen's Compensation Coverage - The Consulting Engineer herein expressly
M-83-353 CITY HALL, October 20, 1983 BY: COUNCILMAN SINGLETON	SECOND BY: COUNCILMAN GIARRUSSO	D. Description and Cost of Facilities Proposed to be Acquired or Otherwise Provided For - From system maps and diagrams and information	6. Elements of functional severance that may be involved in connection with LP&L operations as a result of acquisition of properties of LP&L and cessation of LP&L operations in the Service Area.	3. The variation in interest rates on bonds would be at one hundred fifty (150) basis points above and below the average interest rates assumed for the base case financing of acquisition and construction costs.	3. The variation in interest rates on bonds would be at one hundred fifty (150) basis points above and below the average interest rates assumed for the base case financing of acquisition and construction costs.	E. The Consulting Engineer's "Out-of-Pocket Expenses" are those expenditures made by the Consulting Engineer, other than Salary Costs, costs of reproduction and computer facilities and costs of Special Consultants and Subcontractors, which are directly chargeable to the Project and which would not otherwise have been incurred. Such expenditures include, but are not limited to, transportation, lodging, subsistence, communications, liability and other insurance premiums when required by the City in addition to the types and amounts currently carried by the Consulting Engineer, taxes other than those levied on the profits or net income of the Consulting Engineer, equipment rentals and repair, and special mailing, forms, materials and supplies required during the progress of the work. Reimbursement for out-of-pocket expenses shall be an amount equal to the cost thereof.	C. In partial but specific consideration of the execution of this Agreement by the Consulting Engineer, it is agreed that for amounts not reimbursed by nor within the deductible amount of the insurance maintained by the Consulting Engineer, the City shall indemnify its partners, officers, agents, employees and servants against all expense or liability of any kind arising out of any claim for loss of life, bodily or personal injury, property damage or other loss from any cause related to the furnishing of the services covered by this Agreement, except the sole	
BE IT MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, That the report and favorable recommendation of the City Planning Commission on Zoning Docket 69/83 - MILLS PARTNERSHIP - Requesting a MAP CHANGE for HI Heavy Industrial District to CBD-8 Central Business District and for a Central Business Planned Community District for Lot A, Square 48 and Lots 1, 2, 3, 2, and portions of Lots 1, 13, 14, 15, and 6, Square 47, First Municipal District, generally bounded by South Peters, Callicope, Tchoupitoulas and Erato Streets, be and the same is hereby upheld as herein modified.	BE IT MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, That the report and favorable recommendation of the City Planning Commission on Zoning Docket 69/83 - MILLS PARTNERSHIP - Requesting a MAP CHANGE for HI Heavy Industrial District to CBD-8 Central Business District and for a Central Business Planned Community District for Lot A, Square 48 and Lots 1, 2, 3, 2, and portions of Lots 1, 13, 14, 15, and 6, Square 47, First Municipal District, generally bounded by South Peters, Callicope, Tchoupitoulas and Erato Streets, be and the same is hereby upheld as herein modified.	WITNESSETH	7. Organizational severance, if any, associated with NOPSI's and LP&L's cessation of service in the City and removal of NOPSI's and LP&L's operations from the City including invested portion of employees transferred pension programs, penalties or liabilities for, and associated, with termination of the Franchise Agreement with NOPSI and LP&L.	4. Cost of accounting and collections, customer service and miscellaneous sales expenses.	4. Cost of accounting and collections, customer service and miscellaneous sales expenses.	F. In event of the inability or failure of the City to pay as agreed, interest commencing sixty days after the date of invoice shall be paid by the City to the Consulting Engineer on the last day		